



METROPOLITAN
TRANSPORTATION
COMMISSION

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October 15, 2008

**REQUEST FOR QUALIFICATIONS
Technology Transfer Program
Letter of Invitation**

Dear Consultant:

The Metropolitan Transportation Commission (MTC) invites your firm to submit a Statement of Qualifications to assist in developing and providing technology transfer seminars associated with MTC's Arterial Operations Program. The selected consultant will be expected to provide technical and logistical support for five seminars over a two-year period on a variety of pre-selected topics of interest to local traffic engineers.

MTC intends to enter into a two-year contract with one consultant selected through this Request for Qualifications (RFQ), with an option to renew for an additional two-year period, subject to availability of funding and the consultant's performance.

This letter, together with its enclosures, comprise the RFQ for this project. Responses to the RFQ should be submitted in accordance with the instructions set forth in this RFQ.

Statement of Qualifications Due Date

Interested firms must submit an original and four (4) copies of their Statement of Qualifications (SOQ), in sealed envelopes, by 2:00 p.m., Friday, November 14, 2008. ***SOQs received after that date and time will not be considered.***

MTC Contact

SOQs and all inquiries relating to this RFQ should be submitted to the Project Manager at the address shown below. For telephone inquiries, call 510.817.5936 or e-mail vtabjulu@mtc.ca.gov.

Vamsi Tabjulu
MTC
Joseph P. Bort MetroCenter
101 Eighth Street
Oakland CA 94607-4700

Background and Project Description

The Metropolitan Transportation Commission (MTC) was created by the State Legislature in 1970 to provide transportation planning for the nine-county San Francisco Bay Area. The Technology Transfer Program has been an ongoing initiative under

Bill Dodd, Chair
Napa County and Cities

Scott Haggerty, Vice Chair
Alameda County

Tom Annunzio
City and County of San Francisco

Tom Asanbrado
U.S. Department of Housing
and Urban Development

Tom Bates
Cities of Alameda County

Dean J. Chu
Cities of Santa Clara County

Dave Cortese
Association of Bay Area Governments

Dorene M. Giacomini
U.S. Department of Transportation

Federal D. Glover
Contra Costa County

Anne W. Halsted
San Francisco Bay Conservation
and Development Commission

Steve Kiurey
Marin County and Cities

Sue Lempert
Cities of San Mateo County

Jake Mackenzie
Sonoma County and Cities

Jon Rubin
San Francisco Mayor's Appointee

Bijan Savitri
State Business, Transportation
and Housing Agency

James P. Sperring
Solano County and Cities

Adrienne J. Tissier
San Mateo County

Amy Worth
Cities of Contra Costa County

Ken Yenger
Santa Clara County

Steve Heminger
Executive Director

Ann Flenner
Deputy Executive Director, Operations

Andrew B. Fremier
Deputy Executive Director,
Bay Area Toll Authority

Therese W. McMillan
Deputy Executive Director, Policy

MTC's Arterial Operations Program, which supports efforts to improve the operations, safety, and management of the Bay Area's arterial network. Through the Technology Transfer Program, MTC retains a consultant to assist in developing and providing seminars on a variety of topics of interest to local traffic engineers.

From 2002 to 2004, seminars were offered for the following topics, which were selected by MTC's Arterial Operations Committee: Configuration Management for Intelligent Transportation System Projects; Testing and Maintenance of Fiber-optic Communication Plants; A Comprehensive Approach to Traffic Calming; and Transit Signal Priority.

For 2005 to 2007, seminars were offered for the following topics, which were selected by MTC's Arterial Operations Committee: Wireless Communication for Traffic Signal Systems, School Safety, Road Diet, Advanced Signal Timing, and Railroad Crossing.

For 2008 to 2010, the Arterial Operations Committee has tentatively selected the following five seminar topics:

- Speed Limit Enforcement;
- Staggering School Start Times;
- Traffic Controller Technology
- Detector Technology, and
- Arterial/freeway integration

In addition to identifying the seminar topics, the Arterial Operations Committee will also be assisting MTC in developing a draft statement of purpose and outline for each seminar, and may help the selected consultant in identifying potential speakers from local agencies that have implementation experience.

MTC's Arterial Operations Program has sponsored successful and well-attended seminars in the past. The keys to success are believed to include limiting the duration of the seminars to a half-day, having an introduction and overview presentation by the consultant and a limited number (two or three) presentations on recent deployments by Bay Area traffic engineers, and allowing for question and answer periods. MTC anticipates use of a similar format for future seminars, but is willing to entertain alternative formats that have proven successful.

The typical format of the free, half-day seminars is to have an expert(s) present technical information on the topic during the first half of the seminar, and then have representatives from local agencies discuss their implementation experience on a specific project related to the topic during the second half of the seminar. Seminars have usually been held at MTC's Auditorium.

The selected consultant will provide both technical and logistical support to MTC, including refining the draft statement of purpose and outline for each seminar, securing the speakers, and coordinating the presentations. The scope of work is described in detail in Attachment A. The seminars are intended to be impartial and objective. Vendors, if proposed by the consultant as speakers, must be pre-approved by the MTC Project Manager or designee.

It may be beneficial to coordinate this project with related efforts and groups, for example, with meetings of the Bay Area's chapter of the Institute of Traffic Engineers (ITE), the University of California's Institute of Transportation Studies, the Federal Highway Administration (FHWA) and ITS America's courses, etc.

Minimum Qualifications

Only firms whose statement of qualifications evidence experience in the following areas will be evaluated:

1. Experience and expertise with state-of-the-art technologies for arterial operations and system management including, but not limited to, the five topics listed above;
2. Experience in providing effective and stimulating presentations, training, technology transfer seminars or similar;
3. Demonstrated ability to identify and provide and/or secure highly qualified speakers; and,
4. Demonstrated ability to coordinate multiple presentations and moderate multiple speakers.

Proposers may be required to verify these qualifications prior to the award of contract.

Notice of Addenda and Requests for Exceptions

This RFQ and any addenda will be posted on MTC's web site; however, to receive personal notice of any addenda, prospective proposers must submit to the MTC Project Manager a written request to receive addenda prior to Monday, November 3, 2008.

Requests for clarification or exception to RFP provisions must be received no later than Monday, November 3, 2008 to guarantee consideration.

Scope of Work, Schedule, and Budget

Appendix A, Scope of Work describes in detail the tasks that the selected consultant will be required to perform: 1) refine the draft statement of purpose and draft outline; 2) secure speakers; and 3) coordinate the presentations.

The selected consultant will be required to provide MTC staff with technical and logistical support for technology transfer seminars on the five topics listed above for the two year term of the contract. Work under the resulting contract is expected to commence in January, 2009. The initial term of the contract will continue through December, 2010. MTC at its sole option may renew for an additional two-year period, subject to availability of funding and consultant's performance.

The budget for the two year term this contract is \$25,000. MTC will pay the consultant a fixed fee of \$5,000 per seminar, which includes all direct and indirect costs.

Form of Statement of Qualification

Sections that should be included in each SOQ are described below. In furtherance of MTC's resource conservation policy, proposers are asked to print proposals front-to-back and are encouraged to use recycled paper for all proposals and reports.

1. A transmittal letter signed by an official authorized to solicit business and enter into contracts for the firm. The transmittal letter should refer to this RFQ by title and date and should include the name and telephone number of a contact person and a statement that the SOQ is a firm offer to enter into a contract with MTC according to the terms of this RFQ for 90 days following its submission.
2. A brief company profile and summary of the firm's qualifications in relation to the Program. The company profile should include: a brief history of the firm, office locations, size of the firm, and services offered and areas of expertise that are relevant to the Program. The summary of the firm's qualifications should address each of the qualifications described above.
3. A detailed statement of the firm's qualifications, including a description of any previous projects substantially similar to the technology transfer seminar services requested, as well as a list of references, including contact information, attesting to such experience.
4. An organizational chart and summary qualifications of potential speakers for at least the five seminar topics listed above. Resumes may be included as an appendix. (Suggested Page Limit for Resumes – 2 per person)
5. One sample of handouts for a presentation prepared by the project manager. The sample should be similar to one that the consultant would be requested to prepare under this RFQ.
6. A signed California Levine Act statement (*Appendix B*).
7. In a SEPARATE SEALED ENVELOPE: A description of the consultant's hourly rates. Rates shall include all direct and indirect costs.

Evaluation Factors

The Project Manager, in consultation with the MTC Office of General Counsel, will conduct an initial review of the SOQs to determine whether the minimum qualifications have been met, and for general responsiveness. Any SOQ that does not include enough information to permit the evaluators to rate the proposal in any one of the evaluation factors listed below will be considered non-responsive. A proposal that fails to include one or more items requested in Form of Proposal, may be considered complete and generally responsive, if evaluation in every criterion is possible.

The SOQs of qualified firms or teams will be reviewed by an evaluation panel consisting of staff from MTC and other public agencies based on the following criteria, in order of relative importance:

- Firm and project team's experience and expertise with state-of-the art technologies for arterial operations and system management generally, and for the five seminar topics listed above specifically;
- Firm and project team's experience in providing effective and stimulating presentations, training, technology transfer seminars or similar;
- Demonstrated ability to identify and provide and/or secure highly qualified speakers;
- Demonstrated ability of the project manager or potential moderators, if different from the project manager, to coordinate multiple presentations and moderate over multiple speakers; and
- Writing ability.

The panel members will evaluate written SOQs to develop a "short list" of firms to be considered for selection. MTC may elect to rank the "short-listed" firms without interviews, or may convene oral interviews with short-listed firms. References may be contacted for any or all of the short-listed firms, and references, including past performance on other projects done by the firm for the selection panel members, if applicable, will be considered in the panel's evaluation. After the short-listed firms are ranked, the ranking will be forwarded to the MTC Executive Director. If the Executive Director agrees with the panel's recommended ranking, he will authorize staff to negotiate a contract with the top ranked firm.

Firms' hourly rates will not be a factor in the evaluation. However, MTC reserve the right, after the firms have been ranked, to decline to enter into a contract with a firm whose rates are unreasonable in MTC's sole discretion.

MTC reserves the right to select consultant based solely on written qualifications and not convene oral interviews. Further, MTC reserves the right to accept or reject any and all SOQs submitted, to waive minor irregularities in SOQs, and to request additional information from the consultants. Any awards made will be to consultant whose qualifications are best suited to the Program and most advantageous to MTC, based on the evaluation criteria outlined above.

Consultant Selection Timetable

Monday, November 3, 2008	Closing date/time for receipt of requests for clarification/exceptions
Friday, November 7, 2008	Deadline for protest of RFQ provisions
2:00 p.m., Friday, November 14, 2008	Closing date and time for receipt of Statements of Qualifications at MTC
Wednesday, December 10, 2008	Interviews, if held, MetroCenter, 101 Eighth Street, Oakland
January 16, 2009 (approximate)	Execution of contract

Selection Disputes

A firm submitting or intending to submit an SOQ may object to a provision of the RFQ on the foundation that it is arbitrary, biased or unduly restrictive, or to the selection of a particular consultant on the grounds that MTC procedures, the provisions of the RFQ or applicable provisions of state or local law have been violated or inaccurately or inappropriately applied by submitting to the Project Manager a written explanation of the basis for the protest:

- 1) No later than five (5) working days prior to the date SOQs are due, for objections to RFQ provisions; or
- 2) No later than three (3) working days after the date the firm is notified that it failed to meet minimum qualifications; or
- 3) No later than three (3) working days after the date on which contract award is authorized or the date the firm is notified that contract award has been authorized, whichever is later, for objections to the A/E selection.

Except with regard to initial determinations of failure to meet qualifications, the evaluation record shall remain confidential until the MTC Executive Director authorizes award.

The MTC Section Manager responsible for the procurement will respond to the protest in writing, based on the recommendation of a staff review officer. Authorization to award a contract to a particular consultant shall be deemed conditional until the expiration of the protest period or, if a protest is filed, the issuance of a written response to the protest by the MTC Section Manager. Protests of recommended awards must clearly and specifically describe the basis for the protest in sufficient detail for the MTC review officer to recommend a resolution to the MTC Section Manager.

Should the protesting firm wish to appeal the decision of the MTC Section Manager it may file a written appeal with the MTC Executive Director, no less than three (3) working days after receipt of the written response from the Executive Director. The Executive Director's decision will be the final agency decision.

General Conditions

MTC will not reimburse any firm for costs related to preparing and submitting a Statement of Qualifications.

Materials submitted by respondents and evaluated by MTC are subject to public inspection under the California Public Records Act (Government Code § 6250 *et seq.*).

MTC reserves the right in its sole discretion not to enter into any contract as a result of this RFQ.

The selected consultant will be required to sign a contract with MTC, the key provisions of which are summarized in Appendix C, Synopsis of Provisions in MTC's Standard Consultant Agreement. Particular attention should be paid to the indemnification provision and the insurance requirements. Any objections to the specified coverage levels must be brought to the

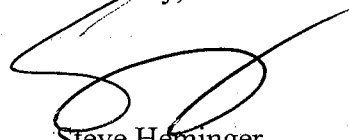
attention of the Project Manager on or before the date and time established above for receipt of requests for clarification/exceptions; otherwise compliance with the insurance requirements will be assumed.

Authority to Commit MTC

Based on the recommendation of the selection panel, the Executive Director of MTC will commit to the negotiation of a contract with the top ranked firm and to the expenditure of funds in connection with this RFQ.

We appreciate your interest in this RFQ and look forward to receiving your statements of qualifications.

Sincerely,



Steve Heminger
Executive Director

SH: JG/VT

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APPENDIX A SCOPE OF WORK

Summary

Consultant shall assist MTC staff in developing and presenting technology transfer seminars targeted to an audience of Bay Area traffic engineers and transportation planners from both the public and private sectors. The technical support will entail assistance in refining the outline for each seminar so that it is interesting and useful to the Bay Area audience, identifying highly qualified speakers for each topic, and coordinating the speakers/presentations at each seminar so the overall seminar is cohesive and coherent. Logistical support is expected to include securing the speakers, including arranging travel and per diem for the speakers as necessary. It is anticipated that the seminars will take place in MTC's Auditorium, and that MTC will provide all necessary audio-visual aids for the presentation, as well as publicizing the seminar to the Bay Area traffic engineering community.

The topics for the seminars are:

- Speed Limit Enforcement;
- Staggering School Start Times;
- Traffic Controller Technology
- Detector Technology, and
- Arterial/freeway integration

For each of the seminars, the selected consultant will be expected to perform the following tasks:

1. Refine the draft statement of purpose and outline:

MTC, in consultation with its Arterial Operations Committee, will develop a draft statement of purpose and outline for each seminar. The consultant will review and expand the outline based on the project team's experience with the selected topic. The statement of purpose and outline will be used to establish a common understanding of the purpose and content of the seminar between MTC, the consultant, and potential speakers. It will also be the primary basis for developing presentations, securing speakers, and producing an announcement to publicize the seminar. The announcement will be prepared and distributed by MTC.

2. Secure Speakers

Based on the statement of purpose, seminar outline, and tentative date(s) provided by MTC's Project Manager, the selected consultant will develop a list of speakers and the topics they will address. The list of speakers is expected to include a highly qualified expert, responsible for the introduction and overview presentation, and two or three local traffic engineers that have had experience implementing the type of technology being addressed in the seminar. Securing high-quality speakers is critical to the success of each seminar. The consultant shall obtain speakers expert in the subject area, who can give stimulating presentations to groups with a widely varying levels of knowledge, and are willing to work together with other

presenters in a cooperative, professional manner. The consultant will be responsible for securing the services of all speakers, including arranging for travel and per diem as necessary within the budget for this project. The list of proposed speakers will be submitted to the MTC Project Manager for approval. MTC's Project Manager may reject any speaker.

3. **Coordinate Presentations**

The selected consultant will be responsible for working with all approved speakers to develop presentations that address the issues of greatest importance to the Bay Area audience per the seminar outline. It is essential that presentations do not emphasize proprietary products or services, but rather provide a professional and impartial discussion of the seminar's topic, including the "pros" and "cons" of its use in various circumstances, and lessons learned from deployment.

APPENDIX B CALIFORNIA LEVINE ACT STATEMENT

California Government Code § 84308, commonly referred to as the “Levine Act,” precludes an officer of a local government agency from participating in the award of a contract if he or she receives any political contributions totaling more than \$250 in the 12 months preceding the pendency of the contract award, and for three months following the final decision, from the person or company awarded the contract. This prohibition applies to contributions to the officer, or received by the officer on behalf of any other officer, or on behalf of any candidate for office or on behalf of any committee.

MTC’s commissioners include:

Tom Ammiano
Tom Azumbrado
Tom Bates
Dave Cortese
Dean J. Chu
Bill Dodd

Dorene M. Giacomini
Federal D. Glover
Scott Haggerty
Anne W. Halsted
Steve Kinsey
Sue Lempert
Jake Mackenzie

Jon Rubin
Bijan Sartipi
James P. Spering
Adrienne J. Tissier
Amy Worth
Ken Yeager

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to any MTC commissioner in the 12 months preceding the date of the issuance of this request for qualifications?

___ YES ___ NO

If yes, please identify the commissioner: _____

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contributions of more than \$250 to any MTC commissioners in the three months following the award of the contract?

___ YES ___ NO

If yes, please identify the commissioner: _____

Answering yes to either of the two questions above does not preclude MTC from awarding a contract to your firm. It does, however, preclude the identified commissioner(s) from participating in the contract award process for this contract.

DATE

(SIGNATURE OF AUTHORIZED OFFICIAL)

(TYPE OR WRITE APPROPRIATE NAME, TITLE)

(TYPE OR WRITE NAME OF COMPANY)

APPENDIX C

SYNOPSIS OF PROVISIONS IN MTC'S STANDARD CONSULTANT AGREEMENT

The selected consultant will be required to sign MTC's standard consultant agreement, a copy of which standard agreement may be obtained from the Project Manager for this RFQ. In order to provide bidders with an understanding of some of MTC's standard contract provisions, the following is a synopsis of the major requirements in our standard agreement for professional services. THE ACTUAL LANGUAGE OF THE STANDARD CONSULTANT AGREEMENT SUPERSEDES THIS SYNOPSIS.

Termination: MTC may, at any time, terminate the Agreement upon written notice to Consultant. Upon termination, MTC will reimburse the Consultant for its costs for incomplete deliverables up to the date of termination. Upon payment, MTC will be under no further obligation to the Consultant. If the Consultant fails to perform as specified in the agreement, MTC may terminate the agreement for default by written notice following a period of cure, and the Consultant is then entitled only to compensation for costs incurred for work products acceptable to MTC, less the costs to MTC of rebidding.

Insurance Requirement: The Consultant must obtain and maintain at its own expense the following types of insurance placed with insurers with a Best's rating of A-X or better, for the duration of this agreement:

(1) Worker's Compensation Insurance in the amount required by the applicable laws, and Employer's Liability insurance with a limit of not less than \$1,000,000 per employee and \$1,000,000 per occurrence, and any and all other coverage of Consultant's employees as may be required by applicable law. Such policy shall contain a Waiver of Subrogation endorsement in favor of MTC. Such Workers Compensation & Employers Liability may be waived, if and only for as long as contractor is a sole proprietor with no employees;

(2) Commercial General Liability Insurance for Bodily Injury and Property Damage liability, covering the operations of Consultant and Consultants officers, agents, employee and with limits of liability which shall not be less than \$1,000,000 combined single limit per occurrence with a general aggregate liability of not less than \$2,000,000 applying separately to this project, and Personal & Advertising Injury liability with a limit of not less than \$1,000,000. Expense for Indemnitee's defense costs shall be outside of policy limits and such policy shall be issued on a Duty to Defend Primary Occurrence Form. The Commercial General Liability Insurance policy shall contain an endorsement to include MTC, its Commissioners, officers, representatives, agents and employees as additional insureds and to specify that such insurance is primary and that no MTC insurance will be called on to contribute to a loss.; and

(3) Business Automobile Insurance for all automobiles owned, used or maintained by Consultant and Consultants officers, agents and employees, including but not limited to owned, leased, non-owned and hired automobiles, with limits of liability which shall not be less than \$1,000,000 combined single limit per occurrence.

Coverage shall be secured for the life of the project, within the definition, "All Risk," or "Special Form," and shall include coverage for installation and testing of any equipment that is to be installed or become part of any real property. If such insurance coverage has a deductible clause,

the Consultant shall be also liable for the deductible. Certificates of insurance verifying the coverages and the required endorsements and signed by an authorized representative of the insurer must be delivered to MTC prior to issuance of any payment under the Agreement by MTC.

Independent Contractor: Consultant is an independent contractor and has no authority to contract or enter into any other agreement in the name of MTC. Consultant shall be fully responsible for all matters relating to payment of its employees including compliance with taxes.

Indemnification: Consultant agrees to defend, indemnify and hold MTC harmless from all claims, damages, liability, and expenses resulting from any negligent or otherwise wrongful act or omission of Consultant in connection with the agreement. Consultant agrees to defend any and all claims, lawsuits or other legal proceedings brought against MTC arising out of such negligent or wrongful acts or omissions. The Consultant shall pay the full cost of the defense and any resulting judgments.

Data Furnished by MTC: All data, reports, surveys, studies, drawings, software (object or source code), electronic databases, and any other information, documents or materials ("MTC Data") made available to the Consultant by MTC for use by the Consultant in the performance of its services under this Agreement shall remain the property of MTC and shall be returned to MTC at the completion or termination of this Agreement. No license to such MTC Data, outside of the Scope of Work of the Project, is conferred or implied by the Consultant's use or possession of such MTC Data. Any updates, revisions, additions or enhancements to such MTC Data made by the Consultant in the context of the Project shall be the property of MTC.

Ownership of Work Product: All data, reports, surveys, studies, drawings, software (object or source code), electronic databases, and any other information, documents or materials ("Work Product") written or produced by the Consultant under this Agreement and provided to MTC as a deliverable shall be the property of MTC. Consultant will be required to assign all rights in copyright to such Work Product to MTC.

Personnel and Level of Effort: Personnel assigned to this Project and the estimated number of hours to be supplied by each will be specified in an attachment to the Agreement. No substitution of personnel or substantial decrease of hours will be allowed without prior written approval of MTC.

Subcontracts: No subcontracting of any or all of the services to be provided by Consultant shall be allowed without prior written approval of MTC. MTC is under no obligation to any subcontractors.

Consultant's Records: Consultant shall keep complete and accurate books, records, accounts and any and all work products, materials, and other data relevant to its performance under this Agreement. All such records shall be available to MTC for inspection and auditing purposes. The records shall be retained by Consultant for a period of not less than four (4) years following the fiscal year of the last expenditure under this Agreement.

Prohibited Interest: No member, officer or employee of MTC can have any interest in this agreement or its proceeds, and Consultant may not have any interest that conflicts with its performance under this Agreement.

Governing Law. The Agreement shall be governed by the laws of the State of California.